

MEMORANDUM

Agenda Item No. 8(N)(3)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: March 2, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the County Mayor to execute an interlocal agreement between the City of Coral Gables and Miami-Dade County to allow the City of Coral Gables to install and maintain aesthetic colored pavement within existing pedestrian crosswalks located on the west legs of the Coral Way and SW 42nd Avenue (Le Jeune Road) and Biltmore Way and SE 42nd Avenue (Le Jeune Road) Intersection, to exercise all rights conferred therein, and to take all actions necessary to effectuate same

Resolution No. R-166-21

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.



Geri Bonzon-Keenan

County Attorney

GBK/uw

Date: March 2, 2021

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Intergovernmental Agreement to Allow Installation and Maintenance of Aesthetic Colored Pavement Markings within Existing Pedestrian Crosswalks

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of an Interlocal Agreement (Agreement), which is attached as Exhibit 1 to this Mayor’s Memorandum, between the City of Coral Gables (City) and Miami-Dade County (County) to allow the City to install and maintain colored pavement markings adjacent to City Hall within the Downtown Coral Gables area, which have already been installed.

Scope

The affected areas for this Agreement fall within District 6, which is represented by Commissioner Rebeca Sosa.

Fiscal Impact/Funding Source

There is no fiscal impact to the County, as the City will be responsible for all installation and maintenance costs.

Track Record/Monitor

The Department of Transportation and Public Works (DTPW) Traffic Engineering Division Chief, Claudia P. Diaz, P.E., will be responsible for monitoring this Agreement.

Delegated Authority

In accordance with Section 2-8.3 of the County Code related to identifying delegation of Board authority, there are no authorities beyond those specified in the resolution which include authority of the County Mayor, or designee, to execute an Interlocal Agreement between the County and the City.

Background

The City passed Resolution No. 2020-185 (attached as part of Exhibit A of the Agreement) allowing the City Manager to enter into negotiations with the County allowing the City to install and maintain aesthetic colored pavement markings within existing pedestrian crosswalks adjacent to the City Hall at the Downtown Coral Gables area.

This Agreement provides a formal structure to continuing efforts to negotiate authority to install aesthetic colored pavement markings within existing pedestrian crosswalk that have been underway. Miami-Dade County has jurisdiction over the installation of pavement markings on both municipal and County maintained roads countywide. Since this Agreement proposes to modify the existing pavement markings installed by the City on County maintained roads, the Agreement is being presented to the Board for approval. The City shall be responsible for all costs and duties related to the installation and maintenance of the aesthetic colored pavement

Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners
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within existing pedestrian crosswalks. It should be noted that the City has already completed the work to install the aesthetic colored pavement markings.



Jimmy Morales
Chief Operations Officer

Exhibit 1

**INTERGOVERNMENTAL AGREEMENT TO ALLOW INSTALLATION AND
MAINTENANCE OF AESTHETIC COLORED PAVEMENT WITHIN EXISTING
PEDESTRIAN CROSSWALKS**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO INSTALL AND MAINTAIN AESTHETIC COLORED PAVEMENT WITHIN EXISTING PEDESTRIAN CROSSWALKS LOCATED ON THE WEST LEGS OF THE CORAL WAY / SW 42ND AVENUE (LE JEUNE ROAD) AND BILTMORE WAY / SW 42ND AVENUE (LE JEUNE ROAD) INTERSECTIONS ("Agreement") is made and entered into this ____ day of _____ 2020, by and between the CITY OF CORAL GABLES (the "City"), a municipal corporation of the State of Florida, and MIAMI-DADE COUNTY (the "County"), a political subdivision of the State of Florida.

WHEREAS, the City wishes to enhance the aesthetics adjacent to City Hall and within the Downtown Coral Gables area; and

WHEREAS, both parties herein wish to facilitate the implementation of aesthetic colored pavement within the right-of-way of the west legs of the Coral Way / SW 42nd Avenue (Le Jeune Road) and Biltmore Way / SW 42nd Avenue (Le Jeune Road) intersections within City limits, hereinafter referred to as the "Project" described as follows:

The Project scope consists of installation of aesthetic colored pavement within the existing crosswalks which will at no point overlap or extend beyond the two twelve-inch guidelines of the existing crosswalk.

WHEREAS, upon completion of the aesthetic colored pavement by the City, and in accordance with Section 13, the City shall, at its sole cost and expense, maintain, repair, and replace, as necessary, the aesthetic colored pavement installed as part of the Project; and

WHEREAS, the City shall, at its sole cost and expense, maintain, repair, and replace, as necessary, the striping for the pedestrian crosswalks, in a like manner to that of the crosswalks that currently exists at the Project locations; and

WHEREAS, the City, by Resolution attached hereto as Exhibit "A" and by reference made a part hereof, has authorized the execution of this agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, THE CITY AND THE COUNTY AGREE AS FOLLOWS:

Section 1. Recitals Adopted. The recitals set forth above are incorporated herein by reference.

Section 2. Installation. The aesthetic colored pavement may be installed on municipal and County roads per MUTCD-Official Ruling 3(09)-24(I) – Application of Colored Pavement. For installation on public right of way, the City shall hire a City-approved contractor and the work shall be performed under the supervision of the City's Public Works Department.

Section 3. Standards. All aesthetic colored pavement submitted for review and approval shall be in accordance with this Agreement and conform to the applicable requirements established by the following publications:

- a. Florida Department of Transportation's Standard Specifications for Road and Bridge Construction;
- b. Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration (ANSI D6-Ie- 1989), including latest revisions;
- c. Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration; and
- d. Miami-Dade County Public Works Manual (available from the Public Works and Waste Management Department, Reproduction Services, 111 NW 1st Street, Suite 1604, Miami, FL 33128).
- e. Florida Highway Guide Sign Program chapter 14-51.

Section 4. Maintenance Responsibility. The City assumes sole and complete responsibility for the maintenance of all aesthetic colored pavement that are installed by the City at the Project location within City boundaries and the corresponding pavement marking. If the City fails to maintain, it shall be responsible for any and all costs incurred by the County to replace them, maintain them, or remove them.

Section 5. Liability and Indemnification. The City assumes sole and complete liability for any and all accidents and/or injuries which may, or are alleged to, occur or arise out of the installation, operation or maintenance of the

aesthetic colored pavement, and hereby indemnifies to the extent allowed by Section 768.28, Florida Statutes, and holds the County harmless from any and all claims, including but not limited to negligence arising out of or relating to installation, operation, or maintenance of the aesthetic colored pavement.

Section 6. No Waiver of Sovereign Immunity. Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of the City or the County's immunity, sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

Section 7. Public Records. The City shall be responsible for keeping records of any and all installations and repairs, and for furnishing pertinent documents as and when said records may be requested. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

Section 8. Failure to Comply with Agreement. Upon written notification by the County, the City shall immediately remove any aesthetic colored pavement that are not in compliance with the terms of this Agreement at the City's sole cost and expense. Failure to carry out any of the Duties and responsibilities assumed herein by the City may result in termination of the Agreement, at the sole discretion of the County upon five days' notice.

Section 9. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 10. Ambiguities. The preparation of this Agreement has been a joint effort of the Parties hereto and both Parties have had the benefit of consultation with legal counsel of their choosing prior to its execution. The resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 11. Entirety. This Agreement embodies the entire agreement between the Parties with respect to the matters addressed herein. Previous agreements and understandings of the Parties with respect to such matters are null, void, and of no effect. Notwithstanding any other provision contained herein, no third-party

beneficiaries are created with respect to any claims against the County by virtue of this Agreement.

Section 12. Amendments. This Agreement may be amended, modified, or altered, and its material provisions may be waived, only by written instrument, and only if properly executed by all parties hereto.

Section 13. Effective Date. That this Agreement shall become effective on the date first written above after such Agreement is fully executed by all parties hereto.

Section 14. Termination. Either the City or the County may, in their respective sole and complete discretion, terminate this Agreement, with or without cause and/or convenience of the terminating party, upon twenty (20) business days written notice; provided, however, that at the option of the County, the City shall continue to maintain, repair, and be responsible for any aesthetic colored pavement installed by the City while this Agreement was in effect. Prior to the termination of this Agreement, however, the City may elect to remove any one or all aesthetic colored pavement installed by the City; provided the City shall restore the roadway and area in which the aesthetic colored pavement was located to the condition that existed before the City's installation.

Section 15. Execution. This Agreement may be executed in one or more hard or electronic counterparts, which, when taken together, shall constitute one fully executed instrument.

Section 16. Notice. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. The method of delivery shall be consistent among all of the persons listed herein. For the present, the Parties designate the following as the respective places for notice purposes:

- a. **For the County:**
Miami-Dade Department of Transportation and Public Works,
Attn: Alice N. Bravo, DTPW Director
111 NW 1st Street, Suite 1510
Miami, FL 33128

With a Copy to:

Miami-Dade County Attorney's Office
111 NW 1st Street, Suite 2810
Miami, FL 33128

b. For the City:

City of Coral Gables, Attn: Peter Iglesias, City Manager
405 Biltmore Way
Coral Gables, FL 33134

With a Copy to:

Miriam Ramos, City Attorney
405 Biltmore Way
Coral Gables, FL 33134

With a Copy to:

City of Coral Gables, Public Works Department, Attn: Director,
2800 SW 72nd Avenue
Miami, FL 33155

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS]

IN WITNESS WHEREOF, the City and the County have set their hands the day and year above written.

ATTEST:

MIAMI-DADE COUNTY

HARVEY RUVIN, CLERK

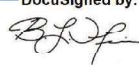
By: _____
Deputy Mayor

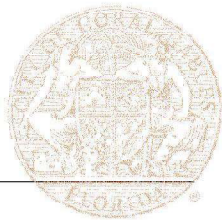
By: _____
County Deputy Clerk

Approved as to form and legal sufficiency:

Assistant County Attorney

ATTEST:

DocuSigned by:
By: 
358417D2FA884FF...
City Clerk



CITY OF CORAL GABLES

DocuSigned by:
By: 
416562E65FC746E...
City Manager

Approved as to form and legal sufficiency:

DocuSigned by:

03A0CR1421E64AC
City Attorney

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2020-185

A RESOLUTION OF THE CITY COMMISSION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH MIAMI-DADE COUNTY ALLOWING THE CITY OF CORAL GABLES TO INSTALL AND MAINTAIN THE AESTHETIC COLORED PAVEMENT WITHIN EXISTING PEDESTRIAN CROSSWALKS FOR THE INDUCTION CHROMATIQUE CORAL GABLES ARTWORK PROPOSED ON THE CROSSWALKS ON THE WEST LEGS OF THE LEJEUNE ROAD / CORAL WAY AND LEJEUNE ROAD / BILTMORE WAY INTERSECTIONS.

WHEREAS, on May 22, 2018, the City Commission passed Resolution No. 2018-151 approving the artwork “Induction Chromatique Coral Gables” as permanent installations and authorizing the crosswalk design acquisition for the pedestrian crosswalks at the LeJeune Road/Coral Way and LeJeune Road/Biltmore Way intersections; and

WHEREAS, on August 27, 2019, the City Commission passed Resolution No. 2019-260 approving the Sale of Art and Copyright Limited License Agreement with Atelier Cruz-Diez and the Artwork Installation and Preservation Agreement with Logistics Fine Arts, LLC for the installation of the artwork Induction Chromatique Coral Gables at the LeJeune Road/Coral Way and LeJeune Road/Biltmore Way intersections; and

WHEREAS, Coral Way is a Miami-Dade County owned and maintained roadway in the vicinity of the LeJeune Road intersection; and

WHEREAS, Biltmore Way is a City of Coral Gables owned and maintained roadway in the vicinity of the LeJeune Road intersection; and

WHEREAS, Miami-Dade County has jurisdiction over all traffic control devices, to include pavement striping and signage, on Miami-Dade County and City of Coral Gables roadways; and

WHEREAS, Miami-Dade County is requiring the execution of an Intergovernmental Agreement to allow installation and maintenance of aesthetic colored pavement within existing pedestrian crosswalks, in substantially the form provided, for

the Induction Chromatique Coral Gables artwork proposed on the west legs of the LeJeune Road/Coral Way and LeJeune Road/Biltmore Way intersections;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. The City Commission authorizes the City Manager to execute the Intergovernmental Agreement to Allow Installation and Maintenance of Aesthetic Colored Pavement within Existing Pedestrian Crosswalks, in substantially the form provided, for the Induction Chromatique Coral Gables artwork proposed on the crosswalks on the west legs of the LeJeune Road/Coral Way and LeJeune Road/Biltmore Way intersections.

SECTION 3. That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWENTY- FIFTH DAY OF AUGUST, A.D., 2020.

(Moved: Lago / Seconded: Mena)
(Yeas: Fors, Jr., Keon, Lago, Mena, Valdes-Fauli)
(Unanimous: 5-0 Vote)
(Agenda Item: H-7)

APPROVED:



RAUL VALDES-FAULI
MAYOR

ATTEST:



BILLY Y. URQUIA
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



MIRIAM SOLER RAMOS
CITY ATTORNEY



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: March 2, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(3)

Please note any items checked.

- _____ "3-Day Rule" for committees applicable if raised
- _____ 6 weeks required between first reading and public hearing
- _____ 4 weeks notification to municipal officials required prior to public hearing
- _____ Decreases revenues or increases expenditures without balancing budget
- _____ Budget required
- _____ Statement of fiscal impact required
- _____ Statement of social equity required
- _____ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- _____ No committee review
- _____ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- _____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(3)
3-2-21

RESOLUTION NO. R-166-21

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CORAL GABLES AND MIAMI-DADE COUNTY TO ALLOW THE CITY OF CORAL GABLES TO INSTALL AND MAINTAIN AESTHETIC COLORED PAVEMENT WITHIN EXISTING PEDESTRIAN CROSSWALKS LOCATED ON THE WEST LEGS OF THE CORAL WAY AND SW 42 AVENUE (LE JEUNE ROAD) INTERSECTION AND BILTMORE WAY AND SE 42 AVENUE (LE JEUNE ROAD) INTERSECTION, TO EXERCISE ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

WHEREAS, the City of Coral Gables (City) has requested authority to install and maintain aesthetic colored pavement within existing pedestrian crosswalks within Miami-Dade County (County) public rights-of-way; and

WHEREAS, the City and County are mutually desirous of providing assurances for the installation and continued maintenance of the aesthetic colored pavement within existing pedestrian crosswalks such that the County will incur no costs for the maintenance of such pavement; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

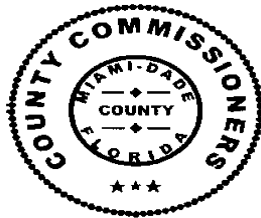
Section 1. This Board approves and incorporates the foregoing recitals as though fully set forth herein.

Section 2. This Board authorizes the County Mayor or County Mayor’s designee to execute the agreement attached to the Mayor’s Memorandum as Exhibit 1, to exercise all rights conferred therein, and to take all actions necessary to effectuate same.

The foregoing resolution was offered by Commissioner **Joe A. Martinez** , who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

Jose “Pepe” Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of March, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to read "LEM", is written over a horizontal line.

Lauren E. Morse